East Portland Community Center

Facility Usage Contract

OPERATING HOURS					
Monday-Friday	Saturday	Sunday			
6:00am-9:30pm	7:00am-6:00pm	8:00am-6:00pm			

(After hour rentals are available)

RESERVATION PROCEDURE

All items of paperwork, as well as payment in full, must be submitted ten or more days in advance of the desired rental date in order to be booked. A prospective renter may tour any of the facilities, during open hours, respecting the privacy of individuals using the facility. Rental Applications are available at the East Portland Community Center and online www.portlandonline.com/parks. Additional rental paperwork can be obtained from the Coordinator. **Facility** reservations will only be confirmed upon submission of a completed and signed Application, signed Facility Usage Contract, signed Cleaning Checklist, and payment of appropriate deposit and/or rental fees. Reservations will not be held if any of the above items are missing. Payments can be made in cash, check or money order (payable to the City of Portland) or by credit card (Visa or MasterCard only).

Room Classification							
Room	A	В	C	D	E		
Gym				X			
½ Gym			X		Please contact the Rental Coordinator		
Multi Purpose 1		X			for rates and		
Multi Purpose 2		X			additional		
Multi Purpose 3		X			information for		
Studio		X			multiple adjoining Multipurpose		
Locker Room		X			Rooms, exclusive		
Classroom 1		X			use, Kitchen		
Classroom 2		X			rentals, or rates for		
Lounge	X				Senior All-Night Grad Parties		
Lobby	X				Grad Farties		
Courtyard			X				
Solarium	X						
Pool Room 1	X						
Pool Room 2	X						

Group	Group A		В		C		D		Exclusive
Classification	W/day	W/end	W/day	W/end	W/day	W/end	W/day	W/end	Use
Non-Profit	\$13	\$19	\$16	\$32	\$25	\$38	\$44	\$68	Can Dantal
Private	\$25	\$38	\$32	\$47	\$47	\$72	\$72	\$110	See Rental Coordinator
Commercial	\$32	\$47	\$38	\$57	\$67	\$86	\$84	\$133	Coordinator

ROOM RENTAL RATES

Rental rates are charged hourly for the period of time that the group enters the building until they leave the space(s) clean (per the Cleaning Checklist) and clear of all personal belongings.

Set-up and clean-up times must be included in the time the group rents the facility for their event.

Weekday rates apply for rentals between:

Monday 5:30am to Friday 6:00pm

Weekend rates apply for rentals between:

Friday 6:00pm to Monday 5:30am and all holidays (Subject to facility closures)

Additional Notes:

Private or Commercial weekday/weekend rates will be applied to any rental hours that occur outside of regular business operating hours (this includes non-profit rentals)

ADDITIONAL ROOM INFORMATION

Kitchen: The Kitchen may be rented at a rate of an additional \$25 per hour, regardless of the extent of use, and only in conjunction with an adjoining room. A minimum rental period of 3 hours is required; there is no proration for partial use. Additional paperwork is required for Kitchen rentals.

Lobby: The Lobby can only be rented in conjunction with another room rental and can only be reserved after the building is closed to the public.

Courtyard: The Courtyard can only be rented in conjunction with another room rental. If the courtyard is rented in conjunction with the rental of all three multipurpose rooms, then there is no additional charge for use of the courtyard. If the courtyard is rented in conjunction with any other room, the courtyard will be charged separately. Partial fees for the Courtyard may be refundable due to last minute inclement weather only if both of the following are true:

- a) No person in your group used the Courtyard at any time during the rental period
- b) EPCC staff was notified that the Courtyard would not be used at least 3 hours prior to any set up

GROUP CLASSIFICATION INFORMATION

1. City and Government Programs

Activities organized by governmental agencies are charged at the non profit rental rate. Activities organized by Portland Parks and Recreation are free.

2. Non-Profit Organizations

Activities organized by groups that have obtained 501(c) 3 status as a charitable organization qualify for EPCC's non-profit rate and with an event that is open to the public. In order to rent space as a non-profit organization, a copy of the organizing group's 501C3 certificate must be presented at the time of booking. Groups that do not provide adequate documentation of their non-profit status at the time of booking will be booked as a private or commercial rental. If proof of the organizing groups 501C3 status is received after the rental booking date, the rental will be booked as a non-profit rental and receive the non-profit rental rate only for rental dates occurring after EPCC has received and verified their non-profit status. There will be no pro-rationed amounts or refunds for rentals booked as private or commercial and occurring prior to receipt of the organizing groups 501(c) 3 documentation.

3. Private Individuals or Groups

Activities organized by individuals or groups whose membership is not open to the public.

4. Commercial Groups

Activities organized by companies holding social, business, educational or profit-making events.

DEPOSIT REQUIREMENTS

Room reservations are subject to a refundable deposit for damages, cleaning, overtime or cancellation. This deposit is determined at 50% of the total rental dollar amount and cannot be less than \$50.00. Deposit amount may be higher for some rentals. For these rentals, deposit amount shall be determined at the discretion of the Rental Coordinator. Private rentals (entire facility) are charged a deposit of a minimum of \$500, that is due at time of booking and is non-refundable if rental is canceled. Deposit is due at the time of booking and is charged in addition to any applicable rental fees. Deposit payments are processed upon receipt and funds are withheld. Refunds for deposits paid with cash or credit card are processed within 72 hours after completion of rental. Deposits paid by credit card (Visa or MasterCard only) are refunded to the card used at the time of booking. Deposits paid with cash are refunded via check by the City of Portland within 15 business days after completion of rental. Please note that for any rental payments made with a check, no refunds will be processed or issued until three (3) weeks after receipt of check

DEPOSIT REFUNDS

In the case of cancelation, deposits are non-refundable. Use of the facility is limited to the room(s) designated on the Facility Usage Permit. Renter is responsible however, for any cleaning and/or repairs necessary to any other area of the facility determined to be the result of actions of renter and /or members of their party. All events will undergo a pre-and post-event inspection conducted by a City representative to determine the condition of the facility as well as the reserved room(s). Renter is expected to return room(s) to their pre-use condition (per the Cleaning Check List) in order to receive refunds. In the event that there

are damages to the facility as a result of the rental, the renter is responsible for all replacement costs for damages resulting from their use of the facilities. The replacement costs and repairs will be assessed and contracted by the City of Portland. Refundable portions of deposit will be processed within ten (10) days after the event date and will be mailed to the applicant by check (if paid with cash or check) or credited back to the credit card used at time of booking.

NOTE: The renter agrees to take full responsibility for the behavior exhibited by their guests. If staff deems a situation uncontrollable or must call for police intervention, EPCC reserves the right to terminate the event. In the case that this happens, the total deposit will be automatically forfeited.

Rentals that are reserved less than three months in advance require payment in full at the time of reservation. Balance of rental fees are due 30-60 days prior to the scheduled event. Due date of final

Classification	Rental Fee Due Date (prior to event)
A	30 Days
В	30 Days
С	30 Days
D	60 Days
Kitchen	60 Days
Exclusive Use	90 Days

payments is determined by room classification as follows:

CANCELLATION POLICY

Confirmed room reservations that are canceled are subject to penalties. In the case of cancelation, deposits are non-refundable. In regards to room fees, cancellation fees are determined by the amount of notice given prior to scheduled event. All cancellation requests must be submitted in writing. Fees are based on a percentage of the total room rental charges. Upon receipt of cancellation notice, penalties (if applicable)

Room	Cancellation Notice Received for Room Fees						
Classification	60 Days or more	31-60 Days	10-30 Days	Less than 10 days			
A	No Penalty	No Penalty	No Penalty	100%			
В	No Penalty	No Penalty	50%	100%			
C	No Penalty	No Penalty	50%	100%			
Kitchen	No Penalty	No Penalty	50%	100%			
D	No Penalty	50%	100%	100%			
Exclusive Use	50%	100%	100%	100%			

will be applied as follows to room fees:

REQUESTS FOR CHANGES TO CONTRACT TERMS

Requests for changes to rental contract terms must be received in writing and be made no less than 10 days prior to actual rental date for single room rentals or no later than 30 days prior to actual rental date for multiroom rentals. Approved changes to contract terms may result in additional nonrefundable charges.

ROOM SET-UP

Up to 75 chairs and 10 tables will be provided to rental groups at no charge. The following rates will apply to any group requiring additional seating:

- a) Additional chairs will be provided at a rate of \$1.00 per chair
- b) Additional tables will be provided at a rate of \$5.00 per table.

The total number of tables and chairs that can be provided to any rental group are dependant upon availability and room size and cannot exceed seating for 150 guests (indoors).

Rental groups wishing to affix anything to walls, floors or any other surface within the Community Center will only be allowed to do so with blue Painters Tape, which is provided to the group by our Front Desk. Using any other type of adhesive may result in damages and additional charges to renter for repair.

LATE DEPARTURE

Groups or individuals whose events last beyond the contracted designated time limits will be subject to double the hourly fee (rounded up to the next full hour) for the additional time.

ROOM CONDITIONS

Exits must be kept clear at all times. Food and drink are confined to designated rental areas. Failure to do so will incur additional charges and/or cleanup requirements.

CLEAN-UP

Cleaning tasks, that are required, are outlined in the Cleaning Checklist. Renter must sign the Cleaning Checklist, before confirmation of reservation, to show that all cleaning requirements are understood. Groups are responsible for their own clean up and cleaning equipment is available for your use. Renter is responsible for any additional cleaning that is deemed necessary after their departure. Additional cleaning will be provided by East Portland Community Centers designated cleaning contractor at a rate of \$100 for the first hour and \$50 for every additional hour.

SUPERVISION

Portland Parks & Recreation staff reserves the right to monitor the event at any time. Events for youth under age twenty-one require one adult chaperone, twenty-one years or older, for every ten youth. Chaperones' names and phone numbers are to be filed with the Center no later than 10 days prior to the event date. Recreation Supervisors reserve the right to request that additional security be provided. Children attending adult or all-age events must be supervised and remain within the rented space.

ADDITIONAL STAFFING/SECURITY

Additional staffing and/or security are required for the following events; additional fees may apply:

- 1. Any rental involving alcohol
- 2. Any rentals that take place after the building is closed to the public
- 3. Any multi room rental or a rental that involves the Kitchen

The number of additional staff members necessary for an event is determined at the discretion of the East Portland Community Center. Additional staffing is provided at a rate of \$20.00 per hour per staff person for regular building staff. Fees for additional staffing will be added to rental fees and lessee is responsible for these costs. Additional private security may be required.

SECURITY

Necessary security needed for an event is determined at the discretion of the East Portland Community Center. Cost for security is calculated at \$20.00 per hour per officer (minimum of 2) with a five hour minimum. Security costs will be added to rental fees and renter is responsible for these costs. Renter shall only use East Portland Community Centers designated security contractor and individual officers will be chosen and hired by East Portland Community Center.

INDEMNIFICATION

Renter shall be liable for any loss, damage, or injury sustained by any person by reason of the negligence of the renter or the renter's agents, employees and invitees, as well as for any breach of such rules, regulations, and ordinances, to the person or persons so suffering damages or injury. Renter shall indemnify, defend and hold harmless the City and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the renter's use of the Park under this permit.

ALCOHOL

For events where alcohol is brought onto the premises, a pre event meeting must be conducted in person between the renting party and an EPCC Rental Coordinator. Also, a Certificate of Liability Insurance must be filed with the center no later than thirty (30) days prior to the event. This insurance certificate must state explicitly the following conditions:

\$1,000,000 Bodily Injury and Property Damage Liability Limits; including liquor liability.

Rules and regulations for rentals with alcohol

- 1. Alcohol not permitted at youth oriented events.
- 2. Private Security (*see "Security")
- 3. White wine & beer only.
- 4. No beer kegs or hard alcohol
- 5. Additional processing fee
- 6. Rental can only be held during non-operating hours of East Portland Community Center

An additional \$400 refundable cleaning deposit will be added to any rentals where alcohol is involved. This deposit is in addition to the damage deposit listed above as well as in addition to any applicable rental fees

deposit is in addition to the damage deposit fisted above as wen as in addition	on to any applicable remainees.
INSURANCE	
The City of Portland Parks & Recreation requires a Certificate of Insurance	and an Additional Insured
Endorsement Letter for any event held on Park property which plans to host	any of the following:
☐ Sell or serve alcohol	
☐ Sell food, beverages or souvenirs to the public	
☐ Conduct business in any way (i.e. catered parties, trade shows)	
$\ \square$ Have animals or water as part of the planned event (i.e. dog shows, dunk	tanks)
☐ Inflatable jumping castles	
☐ Hold non-sanctioned sporting events/tournaments	
☐ Any other, as requested.	
The Certificate of Insurance must state the date(s) of coverage and provide injury and property damage in the sum of \$1,000,000 naming the City of employees as additional insured. The minimum cancellation clause must *Additional Insured Endorsement Letter must be signed by the Representative and returned with the Certificate of Insurance.	of Portland, its officers and st be 30 days or more. e Authorized Insurance
NOTE: The Certificate of Insurance and Additional Insured Endorsement rental and must be on file with the East Portland Community Center space will be granted. The City of Portland has established a Space program through which you may obtain adequate insurance coverage.	er before final approval of rental ecial Events Liability Insurance
<u>CANDLES</u> No lit candles are allowed with the exception of a reasonable amount of can Birthday cake candles can only remain lit for a short duration of time. A Re	
SMOKING No smoking is allowed anywhere within the Center. Smoking is not permitt or within 50 feet of the building per city ordinance #181436.	ed in the center, the courtyard
I have read and understand the above terms and conditions: Renter (print name):	Date:
	ъ.
Renter (signature):	Date: